

RESOLUTION NO. 09-145

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO RENEW THE PROFESSIONAL SERVICES AGREEMENT BETWEEN ASTI, INC., AND THE CITY, IN THE FORM AS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1", AS ASSIGNED TO FIRST TRANSIT, INC., FOR A PERIOD OF ONE YEAR, COMMENCING ON OCTOBER 1, 2009 AND ENDING ON SEPTEMBER 30, 2010 IN AN AMOUNT OF \$1,046,422, REPRESENTING A REDUCTION OF LAST YEAR'S HOURLY RATE COMPENSATION TO \$29.98, TO OPERATE AND MAINTAIN THE CITY OF HIALEAH TRANSIT SYSTEM, ACCORDING TO A DIVISION OF RESPONSIBILITIES BETWEEN THE CITY AND THE COMPANY AS SET FORTH IN THE AGREEMENT.

WHEREAS, in 2001, ASTI, Inc., a subsidiary of Coach USA, Inc., entered into a professional services agreement for one year with successive one-year renewals subject to an annual maximum 3% increase of last year's hourly rate compensation to procure vehicles, design, operate and maintain the Hialeah Transit System or bus circulator system

WHEREAS, on June 25, 2003, the City of Hialeah consented to the assignment of the agreement to First Transit, Inc. and has renewed the agreement on an annual basis; and

WHEREAS, pursuant to Hialeah, Fla., Resolution 07-105 (Aug. 30, 2007), the City renewed its professional services agreement with First Transit, Inc. in the amount of \$1,150,000; and

WHEREAS, pursuant to Hialeah, Fla., Resolution 08-127 (Sept. 27, 2008), the City renewed its professional services agreement with First Transit, Inc., in the amount of \$1,180,000.

WHEREAS, the City finds it in the best interest to renew this agreement based on satisfaction with the continuing performance of the provider First Transit, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The City of Hialeah, Florida hereby authorize the Mayor and the City Clerk, as attesting witness, on behalf of the City, to renew into a professional services agreement between ASTI, Inc., a Florida subsidiary of Coach USA, Inc. and the City, in the form attached hereto and made a part hereof as Exhibit "1", as assigned to First Transit, Inc. for a period of one year, commencing on October 1, 2009 and ending on September 30, 2010, in an amount of \$1,046.422 representing a reduction from last year's hourly rate compensation to \$29.98, to operate and maintain the Hialeah Transit System, according to a division of responsibilities between the City and the company as set forth in the agreement.

PASSED AND ADOPTED this 22nd day of September, 2009.



Carlos Hernandez
Council President

Attest:

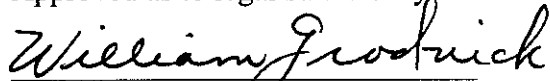
Approved on this 24 day of September, 2009.



Rafael E. Granado, City Clerk

Mayor Julio Robaina

Approved as to legal sufficiency and form:



William M. Grodnick, City Attorney

**PROFESSIONAL SERVICES AGREEMENT BETWEEN ASTI, INC.
AND THE CITY OF HIALEAH, FLORIDA FOR OPERATIONAL
SERVICES FOR MUNICIPAL BUS CIRCULATOR SERVICES FOR THE
CITY OF HIALEAH**

This Agreement entered into this 30 day of Aug, 2001, by and between the City of Hialeah, Florida, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida ("City"), 501 Palm Avenue, Hialeah, Florida 33010 and, ASTI, Inc. ("ASTI" or "Contractor"), a Florida corporation, a subsidiary of Coach USA, Inc., having its principal place of business at 3595 NW 110 Street, Miami, Florida 33167.

WHEREAS, the City of Hialeah, Florida advertised Request for Proposals for a contract for municipal circulator services, RFP No. 2000-02; and

WHEREAS, on May 4, 2000, the Evaluation Committee convened and selected ASTI, Inc.(Coach USA, Inc.) as the lowest responsive and responsible proposer; and

WHEREAS, the City awarded the contract to ASTI, Inc. pursuant to Hialeah, Fla., Resolution 2001-____ (_____, 2001); and

WHEREAS, the Contractor, familiar with the Scope of Work required hereunder that comprises the Request for Proposal and the Contract specifications and having expressed its desire and willingness to provide such professional services and having presented their qualifications to the City; and

WHEREAS, the City agrees to enter into this Agreement with the Contractor and the Contractor agrees to accept employment under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understood and agree as follows:

I. INITIAL TERM AND RENEWAL OPTIONS

The term of this agreement shall be for a term of one year of operation and maintenance of service commencing on the first day of the implementation of transit service. This agreement will be in effect during the term indicated above. All activities as described in the Scope of Services shall be undertaken, performed and completed within the term provided herein. The City shall have the option to renew, at its sole discretion, the terms of this agreement for successive one-year periods; provided, written notice of renewal shall be provided to the Contractor at least 60 days prior to the expiration of the contract term. The option may be renewed, without renegotiation, for same terms and conditions of the initial agreement, except that the City will agree to an increase in the Contractor's hourly rate for service in an amount not to exceed 3%, less

initial start-up costs defined in the Contractor's cost proposal included in the contract price. The City reserves the right to modify the service level above or below that specified in the request for proposal and renegotiate the contract rate accordingly.

II. SCOPE OF SERVICES

The professional services to be performed by the Contractor are contained in the Request for Proposal 2000-02, attached hereto and made a part hereof as Attachment D, and the Contract Specifications, attached hereto and made a part hereof as Attachment C. The Contractor's responsibilities under this agreement are further defined according to Section II of the Hialeah Transit System Implementation Plan, *Division of Responsibilities*, attached hereto and made a part hereof as Attachment A. The Contractor shall provide transit services on the days and for the hours specified in the Service Specifications, as attached hereto and made a part hereof as Attachment B. The City reserves the right to resolve any contradictions and to correct any errors contained in its proposal documents.

III. COMPENSATION

The amount of compensation is set forth in Contract Specifications (Attachment C). Invoices are generally paid within 30 days of receipt for services rendered and verified as accurate by the City. If the City does not pay an accurate, verified invoice within 30 days, the Contractor shall provide written notice and an opportunity to cure within 15 days of receipt of such notice. The Contractor must obtain prior written approval of the City prior to performing services that are outside the Scope of Services in this agreement.

IV. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The parties shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments, including the City, relating to transportation systems. The Contractor will adhere to all United States Department of Transportation, Federal Transit Administration and Florida Department of Transportation regulations in order that the City will remain and/or retain its eligibility for any and all Operating and Capital assistance funding programs.

V. LABOR STANDARDS

The City shall assume any and all liability or responsibility under an agreement pursuant to the Federal Transit Administration Act, section 13(c), if such presently exists.

VI. GENERAL CONDITIONS

All notices or other communications which shall or may be given pursuant to this agreement shall be in writing and shall be delivered by personal service, or by registered

mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY

Jorge Hernandez, Director
Code Compliance Division
City of Hialeah, 501 Palm Avenue
Hialeah, Florida 33010
Telephone: (305) 863-2885
FAX: (305) 863-2857

ASTI, INC.

Karl E. Castillo, General Manager
3595 Northwest 110 Street
Miami, Florida 33167
Telephone: (305) 769-6060
FAX: (305) 769-6016

VI. OWNERSHIP OF DOCUMENTS

All documents developed by the Contractor under this agreement shall be delivered to City by the Contractor upon completion of the services required pursuant to paragraph II hereof and shall become the property of City, without restriction or limitation of its use. The Contractor agrees that all documents maintained and generated hereto shall be subject to the applicable provisions of the Public Records Law, Chapter 119, Florida Statutes.

VII. NONDELEGABLE

The duties and obligations undertaken by the Contractor pursuant to this agreement shall not be delegated or assigned to any person or firm unless the city shall first consent in writing to the performance or assignment of such service or any part thereof by another person or firm.

VIII. AWARD OF AGREEMENT

The Contractor warrants that it has not employed or retained any person employed by the City to solicit or secure this agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the City any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this agreement.

XIX. CONSTRUCTION OF AGREEMENT

This agreement shall be construed and enforced according to the laws of the State of Florida. Venue for any litigation, which may arise in connection with this Agreement, shall be in Miami-Dade County, Florida. The Consultant agrees to be subject to the jurisdiction (subject matter and in personam) of the courts in Miami-Dade County, Florida and amenable to process.

X. SUCCESSORS AND ASSIGNS

This agreement shall be binding upon the parties herein, their heirs, executors, legal representatives, successors and assigns.

XI. INDEMNIFICATION

Contractor shall indemnify and save the City, its officials, employees, agents, representatives and attorneys, from and against any and all claims, liabilities, losses and causes of action which arise out of or in connection with Contractor's activities under this agreement, including all other acts or omissions to act on the part of the Contractor or any person acting for or on its behalf, and from and against any orders, judgments, or decrees which may be entered and from and against all costs, attorney's fees, expenses incurred at the trial, appellate or administrative level or proceedings and liabilities insured in the defense of any such claims or in the investigation thereof.

XI. CONFLICT OF INTEREST

A. Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this agreement has any personal financial interests, direct or indirect, with the Contractor. Contractor further covenants that, in the performance of the agreement, no person having such conflicting interest shall be employed. Any such interest on the part of the Contractor or its employees must be disclosed in writing to the City.

B. Contractor is aware of the conflict of interest laws of the City, HIALEAH, FLA., CODE ch, 26, Art I and II; Miami-Dade County, Florida, MIAMI-DADE COUNTY CODE § 2-11.1; and the State of Florida, Chapter 112, Part III, Florida Statutes and agrees that it shall fully comply in all respects with the terms of said laws.

XII. INDEPENDENT CONTRACTOR

Contractor, its employees, agents or representatives, shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded classified or unclassified employees. Contractor, its employees, agents or representatives, shall not be entitled to Florida Workers' Compensation benefits as an employee of the City.

XIII. INSURANCE

A. Contractor shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance, Business

Automobile Liability Insurance and Excess Liability Insurance, in such amounts acceptable to the Risk Manager of the City.

B. Such policy or policies shall be issued by United States Treasury-approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in the State of Florida. Contractor shall specifically protect City by naming City as additional insured under the Comprehensive General Liability Insurance Policy.

C. All policies shall provide a notice of cancellation or restriction: The policy or policies must be endorsed to provide City with 30 days notice of cancellation and/or restriction.

1. Worker's Compensation Insurance to apply for all employees in compliance with the state worker's compensation law and all applicable federal law.
2. Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent Contractors; and (3) Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
3. Business Automobile Liability Insurance with minimum liability limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: (1) Owned vehicles; and (2) Hired and non-owned vehicles.
4. Excess Liability Insurance with minimum limits of \$1,000,000 in addition to the primary coverage identified in paragraph 3 above in this section.
5. Performance Bond in the amount of the contract price and a blanket fidelity bond in the amount of \$10,000.
6. Contractor shall provide City with a Certificate of Insurance or a copy of all insurance policies required in this article. City reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that City shall be given 30 days notice prior to expiration or cancellation of the policy.

XIV. TERMINATION

The City retains the right to terminate this Agreement upon 60 days written notice for any reason or no reason at all prior to the completion of the service required pursuant to paragraph II hereof without penalty to the City. In that event, notice of termination of this agreement shall be in writing to ASTI who shall be paid for those services performed prior to the date of its receipt of the notice of termination. In no case, however, will City pay the Contractor an amount in excess of the total sum provided by this agreement. The right to terminate contained in this section may be exercised subsequent to a bankruptcy of ASTI and the parties expressly agree the same shall not be deemed a "De Facto clause" pursuant to Section 365(b)(2) of the Bankruptcy Code.

It is hereby understood that any payment made to the Contractor in accordance with this section shall be made only if the Contractor is not in default under the terms of this agreement. If Contractor is in default, then the City shall in no way be obligated to pay and shall not pay the Contractor any sum.

XV. NONDISCRIMINATION

The Contractor agrees that it shall not discriminate as to race, color, creed, national origin, religion, age or disability in connection with its performance hereunder.

XVI. DEFAULT

If the Contractor fails to comply with the terms and conditions of this agreement, or fails to perform hereunder, or files for bankruptcy or provides assignment or transfer to creditors, then the City, at its sole option upon written notice, may cancel and terminate this agreement, and all payments, advances, or other compensation paid to the Contractor. Payments made to the Consultant while the Contractor is in default of the provisions contained herein, shall be returned forthwith to the City.

XVII. FORCE MAJEURE

Neither party shall be liable for failure or delay in performing obligations set forth in this agreement, and neither party shall be deemed in breach of its obligations, if such failure to delay is due to national disasters, strike, lock-out, or other industrial or transportation disturbances, law, regulation or ordinance, or any causes reasonably beyond the control of such party.

XVIII. ENTIRE AGREEMENT

This agreement and its attachments and exhibits constitute the sole and only agreement of the parties and accurately set forth the rights, duties, and obligations of each to the other. Any prior agreements, promises, negotiations, or representations not expressly set forth in this agreement are of no force and effect.

XIX. AMENDMENT

No amendments to this agreement shall be binding on either party unless in writing and signed by both parties.

XX. MISCELLANEOUS

A. Captions, title and paragraph headings are for convenient reference and are not a part of this agreement. Such captions, title or paragraph headings shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions contained in this agreement.

B. In the event of conflict between the terms of this agreement and any terms or conditions in any attached document; the terms in this agreement shall prevail.

C. No waiver or breach of any provision of this agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provisions, paragraph, sentence, work or phrase contained in this agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Hialeah, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this agreement shall remain unmodified and in full force and effect.

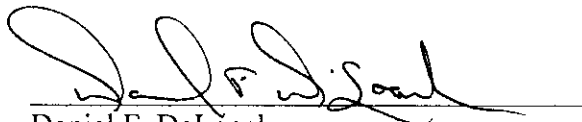
E. Further Assurances. All parties hereto upon the request of any other party shall execute such further instruments or documents as may be reasonably required by the requesting party to implement the terms, conditions and provisions of this agreement.

(THIS SPACE IS LEFT INTENTIONALLY BLANK.)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the respective officials thereunto duly authorized, this the day and year first above written.

City of Hialeah, Florida
501 Palm Avenue
Hialeah, Florida 33010-0040

Attest:



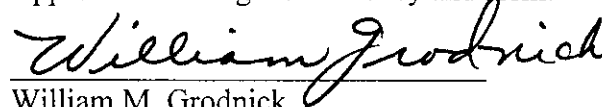
Daniel F. DeLoach
City Clerk

(SEAL)

Authorized signature on behalf of
City of Hialeah

 8-30-01
Mayor Raul L. Martinez Date

Approved as to legal sufficiency and form:



William M. Grodnick
City Attorney

ASTI, Inc., a Florida corporation
3595 Northwest 110 Street
Miami, Florida 33167

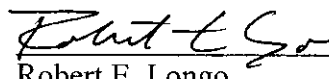
Attest:



Shayne Rosecrans
Assistant Corporate Secretary

(SEAL)

Authorized signature of the firm

 8/20/2001
Robert E. Longo Date
Vice President

CITY OF HIALEAH TRANSIT SYSTEM
CONTRACT SPECIFICATIONS

ATTACHMENT C

BACKGROUND INFORMATION

The City of Hialeah, Florida intends to implement a fixed-route bus system known as the Hialeah Transit System, with an operational service area of approximately 20 square miles. Currently, the system is planned to operate only within the City of Hialeah with a population of approximately 220,000.

SCOPE AND DESCRIPTION OF SERVICE

The contractor shall provide ten lift-equipped, ADA compliant transit vehicles, two of which will be used as spares, for the provision of regular fixed-route bus service along route alignments described in the City's request for proposals.

The contractor shall furnish all labor and materials, and do all the work necessary to provide start up services and fully provide the service contracted for herein, and according to Attachment A, *Division Of Responsibilities*.

HOURS AND DAYS OF SERVICE

The Contractor shall provide transit services on the days and for the hours specified in the Service Specifications, included as Attachment B.

RATE

The rate for this service shall be \$29.50 per platform hour of service provided, based upon 33,520 platform hours annually. Any service operated outside normal operating hours will be billed at \$23.40 per platform hour. Note that Attachment B - Service Specifications has been updated to provide for service until approximately 9:30 PM on weekdays. The additional platform time required to provide this service is estimated to be approximately 6,120 hours annually. This additional platform time will be operated at the rate of \$23.40 per hour. A platform hour shall be defined as the total scheduled elapsed time from the time a vehicle leaves the garage facility until the time it returns to the facility.

TERM OF AGREEMENT

The length of term of the contract shall be for one year. Execution of the contract will bind both parties to the terms of the agreement, although the initial one-year period of operation of service described herein shall begin on the first day of implementation of transit service.

TIME OF COMMENCEMENT

The work to be performed under this contract shall commence at a mutually agreed upon time within 90 days after delivery of the vehicles to the Contractor.

EQUIPMENT/GENERAL INFORMATION

The Contractor will provide new, current model year bus equipment consistent with City specifications, and shall provide the City with information on each vehicle, including, but not limited to, date of manufacture, make, model, design type, seating and standing capacity, date of delivery into service, and odometer reading.

The Contractor shall furnish complete equipment, labor, materials and supplies, and do all the work necessary to fully provide start-up and operations for the transit system.

The Contractor agrees to adhere to the guidelines as set forth in the Federal Motor Carrier State regulations as prescribed by the U.S. Department of Transportation, and the Florida Department of Transportation.

All vehicles shall conform to all United States Department of Transportation Federal Motor Carrier, and Florida Department of Transportation safety regulations at all times.

TYPE OF VEHICLES

The Contractor shall operate the City of Hialeah Transit System with ten wheelchair lift-equipped, ADA compliant, air conditioned transit style buses, two of which will be used as spares. The fleet shall be of a single vehicle type, and will be Blue Bird TranShuttles, per the City's vehicle specifications.

When agreement in principal has been reached on this contract, the City and the Contractor will develop, refine and finalize vehicle specifications in advance of execution of the agreement. The Contractor will order the vehicles immediately following execution of the agreement.

SPARE VEHICLES

Spare vehicles shall be kept at a location whereby they can be available for revenue service within 30 minutes of notification.

AGE OF VEHICLES

Vehicles will be new, current model year at the time of commencement of the contract.

ADA REQUIREMENTS

All vehicles shall be accessible to and usable by individuals with disabilities, including individuals who use wheelchairs. All vehicles shall be wheelchair lift-equipped, and shall have two wheelchair tie down positions. The lift shall be accessible on the curb side of the vehicle.

All vehicles shall have an interior and exterior public address system which shall be used by the driver to announce stops for visually impaired passengers, in keeping with ADA requirements.

AIR CONDITIONING / HEATING

All vehicles shall have heating and air conditioning, and the heating, air conditioning, and air circulating system shall be integrated to the maximum extent possible. The system shall be capable of automatically maintaining all parts of the passenger compartment at temperatures between 65 degrees and 80 degrees Fahrenheit with ambient temperatures from 10 degrees to 100 degrees Fahrenheit.

RADIOS

A 2-way radio shall be provided on each vehicle. The Contractor will purchase and install Motorola radios, which are compatible with the City's radio system. The radios will operate on a City-assigned radio frequency. The City will monitor radio communications which take place between vehicles being operated under this agreement, and between vehicles, supervisory personnel, and/or the Contractor's operations base.

FAREBOX

A farebox with a vault shall be provided on each vehicle. The Contractor shall be required to install and maintain a locking vault-type registering farebox with two vaults per box. A full vault shall be removed, replaced by a second empty vault, and the vaults delivered unopened to the City's designated location daily for deposit as herein provided. If necessary, the City will purchase additional farebox vaults to maintain this cash handling procedure. Security of fares and vaults are the responsibility of the Contractor until they are delivered to and received by the City. Accurate passenger counts by trip and fare category will be taken daily, and will be delivered to the City along with fare vaults.

EMISSION STANDARDS

The Contractor shall comply with all applicable State, local and Federal vehicle emission standards in effect, or expected to be in effect, at the time of the commencement of the contract.

PAINTING AND DETAILING

Each vehicle shall be painted according to specifications and shall display the logo and transit system information phone number. Design and location on the vehicles will be specified by the City. No reference to Coach USA will be displayed anywhere on the vehicles.

Each vehicle shall be equipped with a changeable destination sign on the front of the vehicle. A mechanism for displaying the route number on the boarding side of the vehicle and the rear of the

vehicle shall be provided wherever possible. The City will provide the Contractor with the appropriate destination sign information at a later date.

EQUIPMENT FAILURE

All equipment specified herein shall be functional at all times during the duration of the contract. In the event of a vehicle breakdown during revenue service, said vehicle shall be replaced with a spare vehicle within 30 minutes of notification of said breakdown. Air conditioner failures shall be considered cause for vehicle replacement.

In the event of a major equipment failure, a suitable replacement for the equipment to maintain the 25 per cent spare vehicle ratio shall be made within 2 days. In no case will such major failure cause the standard of <2% missed trips, as specified in the RFP, to be exceeded in any service day.

CLEANING AND MAINTENANCE OF VEHICLES

The Contractor, within the scope of the Contractor's responsibilities, shall at all times maintain buses in good mechanical condition and safe operating condition, and in conformity with all applicable Federal, State and local safety regulations. Standards of performance for cleanliness, mechanical reliability, and interior and exterior cosmetic appearance will be developed by the City prior to implementation of service. The Contractor will be expected to adhere to these standards. The City reserves the right to inspect, records and procedures of the Contractor at any reasonable time, without notice, during the term of this contract. The Contractor will ensure that vehicles are operated safely, and in a manner that will prevent excessive wear and tear. Any indication of abuse of the buses noted by the City will be brought to the attention of the Contractor for corrective action. Repairs made necessary as a result of abusive operation of the equipment by the Contractor's personnel will be billed to the contractor.

EQUIPMENT USAGE RESTRICTIONS

All vehicles provided for service as stated herein may only be used for the Hialeah Transit System.

ADDITIONAL SERVICES

From time to time, the City may request that the Contractor operate the transportation service beyond the fixed route schedule described herein. This additional service may include, but will not be limited to, extended hours of service, and/or special routings to assist during the post-recovery period after a damaging storm or other natural disaster. The contractor will provide this service as directed by the City, and will be compensated at the hourly rate for additional service as specified in the "RATE" section on page 1 of this document.

VEHICLE BUY-OUT OPTION

If the City decides not to renew this contract, or this contract is terminated, at any time and for any reason, including the termination under section XIV of the Agreement, prior to the seventh anniversary

of the commencement of this contract, the City shall purchase, and ASTI shall sell, without discretion, the buses used for service under this agreement, provided the vehicles have been properly operated by the Contractor. The selling price shall be the residual value of the vehicles at the time of termination or non-renewal of the contract, using a seven-year, straight-line depreciation method. If this agreement is in force after the seventh anniversary of the signing of this contract, the vehicles will become the property of the City free of charge. The obligations of the parties under this paragraph shall survive the filing of a bankruptcy, whether voluntary or involuntary, and any type of insolvency proceeding under state or federal law.

CONTRACTOR'S PERSONNEL

It shall be the Contractor's responsibility to provide knowledgeable, effective supervisory staff to support the transit operation. The Contractor will recruit, hire, train and employ supervisory personnel, including a Site Manager, dispatcher(s) and road supervisor(s) for the purpose of overseeing the operation of service, and to ensure safe, reliable transit service.

The Contractor will recruit, hire, train and employ a sufficient number of qualified drivers to maintain the schedule of service. As contained in the Contractor's proposal, each driver will complete the Contractor's extensive driver training program. The Contractor will ensure that drivers are familiar with all policies and procedures, regardless of distribution of written materials pertaining to same. The City may send a representative to the Contractor's driver training classes to present the City's vision of what is expected of the transit system.

It is highly desirable that any person hired by the Contractor for this project be bi-lingual English/Spanish.

The Contractor will establish and maintain an effective driver safety program, an occupational health and safety program, and a drug testing and awareness program, and will maintain a drug-free workplace, per the Contractor's proposal. In addition to operating and supervising the service, the Contractor's personnel will be responsible for distribution of passenger information materials on the buses and in the field, as necessary.

LIABILITY ISSUES

The Contractor will notify the City of any service irregularity which will include, but not be limited to accidents, incidents, complaints, service delays and schedule adherence problems. Notification should not be more than one hour after an incident involving personal injury and/or property damage, and should occur by the end of the service day for other incidents. Verbal notification must be followed by written documentation from the Contractor to the City.

FARE COLLECTION

The Contractor's drivers will ensure that every passenger transported on the City's vehicles pays a fare, or surrenders or shows a valid type of fare media, or appropriate identification in exchange for boarding the vehicle.

Drivers will be responsible for issuing and collecting transfers to/from passengers. These media will be issued to the Contractor by the City for distribution to drivers. Used transfers will be collected at the end of each service day, and will be returned to the City with other fare media. Transfers will be secured and treated as cash by the Contractor's employees.

PERIODIC REPORTS

Per the proposal, the Contractor will develop periodic operational and financial reports for distribution to the City. The content, frequency, and format of these reports will be agreed upon between the Contractor and the City prior to the first day of service, and may be modified from time to time.

POINTS OF CONTACT

For the purposes of start up activities and ongoing operation of the transit system, the Contractor's point of contact will be the local Site Manager, per the proposal. The City's point of contact will be the City Transit Manager, or other designee, as appropriate.

OPERATING SCHEDULES

The City will develop initial operating schedules and bus blocks, and will be responsible for any adjustments or changes to the schedules. The Contractor may alter the proposed bus blocks, but must submit any such changes to the City for approval prior to implementation. The Contractor will be responsible for all driver scheduling. Contractor input will be solicited for adjustments in running times, and must report any ongoing schedule adherence problems.

OPERATING POLICIES

The City will establish a set of operating and administrative policies for the transit system, and will communicate these to the Contractor prior to implementation of service, and whenever amendments are made. These policies will include smoking on vehicles, on time performance, food and beverages, audio equipment on vehicles, and animals on buses, among other standard transit operating and administrative policies. The Contractor will adhere to and enforce the City's policies.

OTHER

The Contractor will make available a driver(s) and vehicle(s) for the purpose of promoting the service prior to the first day of service. The City will arrange for these promotional vehicle activities in advance with the Contractor.

ADVERTISING ON VEHICLES

Advertising on the exterior or interior of vehicles used for this project will be coordinated and administered by the City. The City will retain any revenues.

CHANGE IN LAW

If a change in Federal, State or Local law or regulation during the term of this agreement causes the Contractor to incur additional materials costs or expenses in providing, the hourly rate may be increased at an amount commensurate with the actual costs incurred by the Contractor to comply with the new law or regulation.

The extent and approximate cost of any change will be communicated to the City by the Contractor when the need for the change becomes known

CITY RFP / CONTRACTOR'S PROPOSAL DOCUMENTS

All applicable standards, requirements, specifications and other elements contained in the City's Request for Proposal, and in the Contractor's Proposal become part of this contract upon execution, unless superseded by other contract provisions herein.

Attachment A Division of Responsibilities

Contractor's Responsibilities

Prior to first day of operation

- Procure vehicles to be owned by the contractor, per City of Hialeah specifications
- Recruit, hire, train and employ supervisory personnel
- Driver hiring and training - recruitment, screening, interviewing, pre-testing, ADA/DDC training courses, CDL testing and certification
- Develop driver materials: property-specific handbook, driver schedules, paddles, maps
- Establish and maintain safety program
- Establish and maintain drug testing and awareness program
- Procure and maintain City-specified level of insurance coverage
- Develop periodic operational and financial reports
- All other functions, tasks and responsibilities necessary to prepare for satisfactory implementation of transit service

First day of operation and beyond

- Establish financial reporting and record keeping
- Daily passenger counts by fare category, by trip
- Operate service according to City's routes, schedules and operating standards
- Notify City of accidents/incidents/complaints/service irregularities/schedule adherence issues and follow up with written documentation
- Provide on-street supervision
- Provide dispatch services (bilingual English/Spanish)
- Establish and maintain all internal operating and administrative procedures necessary to sustain operation of the City's transit system
- Produce periodic operational and financial reports
- Establish and maintain adequate supply line for personnel, materials, supplies and equipment as applicable
- Ensure that all aspects of the operation comply with local, State and Federal requirements at all times, and that all licenses and permits are current
- Distribute passenger information as requested by City: by drivers on buses, by supervisors, as necessary
- Provide adequate protection and security of fares and fare media
- Distribute transfers
- Collect fares
- Maintain acceptable level of vehicle and driver appearance
- All other functions, tasks and responsibilities necessary to operate and maintain transit service

City's Responsibilities

Prior to first day of operation

- Bus stop sign design, production, location and installation
- Identify and prepare office, maintenance and operations facility
- Prepare vehicles for service – decals, signage, radios, fareboxes, registration, inspections
- Maintenance preparation – parts, equipment, maintenance staff hiring and training
- System identification: logo design and system name development
- Development of final routes, schedules and bus blocks
- Telephone information center staffing, training, procedures, responsibilities, phone number
- Development of marketing campaign for service introduction and opening day ceremonies
- Non-cash fare media design and printing
- Completion of interlocal agreement with Miami Dade
- Fare structure and procedures for billing and payment between City and Miami Dade for non-cash fare media
- Review and approve contractor's periodic operational report format prior to implementation
- Fare handling procedures established and communicated to contractor; develop daily farebox reconciliation procedures
- Route names and destination sign elements
- Street furniture procurement and placement
- Personnel recruitment, hiring, training: Transit manager, office clerks
- Develop job descriptions and salary ranges for manager and office staff
- Review and refine vehicle specifications
- Develop contractor information materials: maps, trip schedules, bus blocks, City information, route descriptions, fare policies
- Establish lines of communication between the contractor, the Transit Manager/department, and law enforcement contacts
- Set operating and administrative policy for the transit system
- Establish capability to receive contractor's radio transmissions between vehicles and supervisors
- Secure office space and equipment for administration of transit system

The following tasks will be ongoing after implementation of service:

- Design, develop, produce, print and distribute printed public information materials
- Coordinate City's transit system operation with other local providers
- Procure transfers for intra- and inter-agency use, and distribute to contractor
- Attend contractor's driver training program and present City's vision of system expectations

First day of operation and beyond

- Ongoing advertising, public awareness/information, and public relations
- Daily farebox pulling
- Establish and maintain vehicle fueling and cleaning procedures
- System performance measuring, monitoring, reporting: financial and non-financial
- Federal, State and local government agency reporting
- Grants application/administration for Federal, State and local funding
- Review and comment/request action on contractor's ongoing periodic reports
- Bus stop maintenance
- Accident/incident report review, action and record keeping
- Establish and maintain reporting procedures for liability claims
- Develop internal risk management procedures
- Develop media contacts and procedures
- Assume point of contact role for all external communication
- Maintains physical and mechanical condition of vehicle

Attachment B

Service Specifications

Initial City of Hialeah transit service is proposed to operate according to the following criteria:

- Two fixed routes will be operated: one will run generally between the northwest and southeast parts of the City; the other will run generally between the northeast and southwest quadrants.
- Service will operate every day of the year. Separate operating schedules will be used for weekdays and weekend days. Weekend schedules will be operated on Holidays, except where a Holiday is considered a regular work day, such as Veterans' Day.
- Service Hours will be as follows:
 - Weekdays - First trip begins at 600 AM; Last trip begins no sooner than 900 PM (on each route in each direction)
 - Weekend Days and Holidays - First trip begins at 900 AM; Last trip begins at 500 PM (on each route in each direction)
- Service Frequency will be as follows:
 - Weekdays - 30 minutes on each route, all day
 - Weekend Days/Holidays - 30 minutes on each route, all day